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**UNITED STATES BANKRUPTCY COURT
SOUTHERN DISTRICT OF NEW YORK**

In re:

DELPHI CORPORATION., et al.,

Debtors.

Chapter 11

Case No. 05-44481 (RDD)

(Jointly Administered)

**OBJECTION OF PENN UNITED TECHNOLOGY TO
DEBTORS' SUPPLIER AGREEMENT ASSUMPTION PROCEDURES MOTION**

Penn United Technology ("Penn United"), by its undersigned counsel, hereby files this Objection to the Debtors' Supplier Agreement Assumption Motion (the "Objection"), and in support thereof, respectfully represents as follows:

1. Penn United is a supplier of certain products to the Debtors.
2. On November 18, 2005, the Debtors filed a Motion for an Order Under 11 U.S.C. §§ 363(b) and 365(a) and Fed. R. Bankr. P. 9019 Approving Procedures to Assume Certain Amended and Restated Sole Source Supplier Agreements (the "Supplier Agreement Assumption Procedures Motion").
3. Pursuant to the Supplier Agreement Assumption Procedures Motion, the Debtors seek approval of certain procedures governing the negotiation of the assumption of executory supplier agreements without further court approval.

4. Penn United hereby objects to the Supplier Agreement Assumption Procedures Motion. As a threshold matter, Penn United objects because prior to the filing of these bankruptcy cases, Penn United terminated any and all agreements with the Debtors. Accordingly, there is no agreement for the Debtors to assume and no procedural mechanism or even substantive relief can revive such terminated agreements.

5. Even if there was an agreement to assume, Penn United also objects to the Supplier Agreement Assumption Procedures Motion on substantive grounds. Specifically, Penn United objects to the Supplier Agreement Assumption Procedures Motion to the extent it seeks to bind Penn United to unfavorable assumption procedures including, without limitation, any provisions that would: (i) deem Penn United to have consented or agreed to the terms of an assumption of any executory or new contract without Penn United's express written consent, or (ii) allow the Debtors to assume any executory or new contract with Penn United without requiring the Debtors to promptly cure all of their defaults. On or about November 23, 2005, Quasar Industries, Inc. ("Quasar") filed an objection to the Supplier Agreement Assumption Procedures Motion (the "Quasar Objection"). Penn United incorporates the arguments set forth in the Quasar Objection by reference as if fully set forth herein.

6. Penn United hereby reserves all of its rights under the Bankruptcy Code, applicable non-bankruptcy law and its agreement(s) with the Debtors.

WHEREFORE, Penn United respectfully requests that approval of the Supplier Agreement Assumption Procedures Motion be denied with respect to Penn United and any of the Debtors, and for such further relief as is just and proper.

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Dated: November 28, 2005

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